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6 SIGNATURE GROUP HOLDINGS, INC., successor in
interest to FREMONT REORGANIZING CORPORATION
7 and FREMONT GENERAL CREDIT CORPORATION

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9 **UNITED STATES DISTRICT COURT**

10 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

11
12 CHRISTINA LEGRAMA and
HENRY BANAGA, JR.,

13 Plaintiffs,

14 vs.

15 FREMONT INVESTMENT & LOAN, a
16 Business Entity, form unknown; U S
PACIFIC LOANS, INC., a Business Entity,
17 form unknown; DEUTSCHE BANK
NATIONAL TRUST COMPANY, a
18 Business Entity, form unknown;
AMERICA'S SERVICING COMPANY, a
19 Business Entity, form unknown; FREMONT
GENERAL CREDIT CORPORATION, a
20 Business Entity, form unknown;
COMMONWEALTH LAND TITLE
21 COMPANY, a Business Entity, form
unknown; FIRST AMERICAN TITLE
22 INSURANCE COMPANY, a Business
Entity, form unknown; STEPHEN R.
23 WILLIAMS, an individual, and DOES 1
through 50, inclusive,

24 Defendants.
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Case No. 3:10-cv-02945-MEJ

**DEFENDANT SIGNATURE GROUP
HOLDINGS, INC.'S JOINDER IN
DEFENDANT AMERICA'S SERVICING
COMPANY'S MOTION TO DISMISS**

Date: September 2, 2010
Time: 10:00 a.m.
Courtroom: B, 15th Floor
Judge: Hon. Maria-Elena James

**TO THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION:**

PLEASE TAKE NOTICE that Defendant SIGNATURE GROUP, HOLDINGS, INC., successor in interest to FREMONT INVESTMENT & LOAN and FREMONT GENERAL CREDIT CORPORATION, hereby joins in Defendant AMERICA'S SERVICING COMPANY'S ("ASC") Motion to Dismiss Plaintiff's Complaint, currently scheduled for hearing before Magistrate Judge Maria-Elena James in Courtroom B, 15th Floor, of the above-entitled Court, on September 2, 2010 at 10:00 a.m.

Signature moves for dismissal of the Complaint as to the allegations asserted against its predecessor entities, Fremont Investment & Loan and Fremont General Credit Corporation, as set forth in the Memorandum of Points and Authorities filed by ASC on July 13, 2010, on the grounds that the arguments asserted by ASC are equally applicable to Signature as to the arguments based on (i) statutes of limitations, (ii) preemption, (iii) that California Civil Code section 1632(b)(2) does not apply to loans secured by real property, (iv) failure to meet pleading standards, (v) that the "holder of the note" theory is not a basis for recovery, (vi) that breach of the covenant of good faith and fair dealing claims are inappropriate except in insurance cases, (vii) that a lender does not owe its borrower a fiduciary duty, (viii) that the equitable claims are barred by Plaintiffs' failure to tender the arrearages owed on the subject loan, and (ix) that Plaintiffs' claims for declaratory and injunctive relief are remedies, not claims for relief.

DATED: July 19, 2010

BUCHALTER NEMER
A Professional Corporation

By: /s/ Mia S. Blackler
MIA S. BLACKLER
Attorneys for Defendant
SIGNATURE GROUP HOLDINGS, INC.
successor in interest to FREMONT
REORGANIZING CORPORATION